

Information Environment (IE)

PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

CLIN	SERVICES	FIXED PRICE
0001	Implementation of a secure, web based Information Environment (IE) for the Department of Defense High Computing Modernization Program (DoD HCMP)	*NSP
0001AA	Initial Prototypes of the IE System	\$
0001AB	Beta Release of the IE System	\$
0001AC	Full Release of the IE System	\$
0001AD	Installing and Integrating the Full Release of the IE System	\$
0002	Reports	*NSP
0002AA	Monthly Status Report	*NSP
0002AB	Data and Manuals	*NSP
TOTAL FIRMED FIXED PRICE:		\$

*Not Separately Priced

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 The work under this contract shall be performed in accordance with Section C.2 - Statement of Work.

C-2 STATEMENT OF WORK

Department of Defense
High Performance Computing Modernization Program
(DOD HPCMP)

INFORMATION ENVIRONMENT (IE)

Scope:

The Scope of the IE is to implement a secure, web based Information Environment (IE) for the Department of Defense High Performance Computing Modernization Program (DOD HPCMP) (<http://www.hpcmo.hpc.mil/>).

Goals:

The goal of IE is to provide the HPCMP community, seamless access to distributed relational data, improve information sharing/gathering among HPCMP associated sites, standardize data exchange/ reporting, and integrate operational data into a common information architecture.

Tool Descriptions:

Overall tool integration requires a system and data architecture consistent with existing local sites databases and IE requirements. The contractor must gather data requirements and define XML standards for the Information Environment Data Architecture (IEDA). The contractor must interface with HPCMP management in reviews of technical approaches and in establishing standard data definitions. A technical review team will review technical approaches. The IE technical review team will include a HPCMP Programming Environment and Training representatives who will be independent of tool implementation. The contractor must establish mechanisms for the IEDA to link to local site databases to access and update data. The IE system must provide appropriate filters to do simple checks on data validity. The IE system must provide a common User Interface to the five tools described below.

1. Allocation/Utilization Reporting
 - a) Provide HPCMP community with web access to utilization and allocation information, relative to individual usage, project usage, system usage, and site usage.
 - b) Provide individual and project allocation and utilization data for one fiscal year and summarized by year to date, month-to-date, and by month.
 - c) Provide summaries of individual and project allocation and utilization data from the previous fiscal years.
 - d) Allow read only, authenticated/authorized access, with ability to download to spreadsheet applications.
 - e) Provide mechanism for downloading data automatically.
2. Queue/Process Status
 - a) Allow HPCMP community authenticated/authorized access, via a uniform web mechanism, to view the status of jobs submitted to any high performance computer queue system within the program. The information provided would be equivalent to the information provided when a queue status function is performed directly on the systems.
 - b) Provide consolidated view of queue status information.

3. Allocation Management

- a) Allow a Service/Agency Approval Authority (S/AAA) authenticated/authorized access, via the web, to move allocation hours amongst their own projects or swap hours with another S/AAA within a system, of the same service or between services. <http://www.hpcmo.hpc.mil/Htdocs/SAAA/>
- b) Allow an S/AAA to advertise allocations that are available to swap, search posted allocations, and provide mechanism to notify and initiate the swapping of allocations.
- c) Maintain a log of all allocation exchanges.

4. User Fill-In

- a) Provide HPCMP community via authenticated/authorized access, a web interface that allows an individual to update their own contact and project information, including sections 1& 2 of the HPCMP account application form. (<http://www.hpcmo.mil/application.html>)
- b) Allow (once populated) individuals to enter only information that has changed, and eliminate site service centers from re-entering/copying data.

5. Account Application Management

- a) Provide S/AAAs via authenticated/authorized access a web based interface capable of utilizing information obtained from above tool #4 to generate required paperwork for opening accounts, managing/ tracking and processing allocation requests relative to S/AAA involvement/duties.

Definitions and Background

The HPCMP is funding the development of a production Information Environment for all HPCMP systems. The desired IE common data structure will consist of a limited subset of currently maintained local allocation, utilization, project, and queue/job status information, that is drawn from the individual sites. The role of the common data structure is to provide program-wide access to resource data.

⇒ Key/Critical Data

- “Allocations” and “Utilization”, are key components to the operation of the HPCMP Major Shared Resource Centers (MSRC), and Distributed Centers (DC). Users of the high performance computers (HPCs) are allotted CPU hours, referred to as “allocations”. All “allocations” are associated with a unique Project and a HPC platform type. Utilization is the usage (in hours) of the allotted allocations on a specific HPC system, on behalf of a specific Project. Utilization data is collected on each HPC as jobs are processed. The utilization data is stored on a daily and monthly basis. Utilization hours are charged against a user’s allocation for their specified project(s). After the allocated hours are exhausted, the user will no longer be able to submit jobs (except to background queue) for that project on the assigned system unless more allocation is granted. To support a production Information Environment, user contact, project, allocation, and utilization information must be shared between HPCMP sites to preserve the accounting process.
- The status of queues across the HPCMP system space is very useful and relevant information to users when submitting and running jobs. Users utilize dynamic queue information and system status to facilitate efficient and effective use of the HPC resources. Currently, platform specific commands need to be issued separately on each machine in order to retrieve a global machine characteristic view of HPC queues.

Concept of Operation

A common data architecture containing user contact, project, allocation, utilization, and queue status information will be needed in order to support a production Information Environment (For clarity, this data architecture will be referred to as the Information Environment Data Architecture, IEDA). The queue status information can be retrieved, stored as needed and promptly overwritten. All other data needs to be maintained in IEDA. There also may be a few queue metric values worth maintaining in IEDA (e.g. daily average queue length, etc.). The IEDA will be accessible in parts by all kerberized users, enabling authorized users to read or write specific information. MSRC users are currently authenticated using Kerberos with SecurID hardware pre-authentication (www.hpcmo.hpc.mil/Htdocs/UGC/UGC98/slides/kerberos/sld001.htm). Any and all access to the IEDA must ultimately derive from an MSRC or DC approved hardware token. The user's possession of a valid Kerberos ticket issued from an MSRC or DC Kerberos Key Distribution Center (KDC) constitutes proof of possession of the hardware token. Inter-component authentication using Kerberos tickets is acceptable. Other schemes may be found to be acceptable, subject to HPCMP review (e.g. direct use of SecurID, short term PKI client certificates, etc.). A configurable option to grant user access based on long term PKI client certificates is desirable. User authentication using Kerberos should not require any explicit user input other than the requirement that the user obtain a Kerberos Ticket Granting Ticket prior to starting their IEDA session (i.e. single sign-on). Alternative schemes may require explicit user input only once per session for authentication purposes. Due to the criticality of this information to the operation of a site, the IEDA will operate as a highly available resource. IE data will be available 7 days a week, 24 hours a day, except for scheduled maintenance periods. Full backups of IE data will be performed once a week and incremental backups will be performed daily.

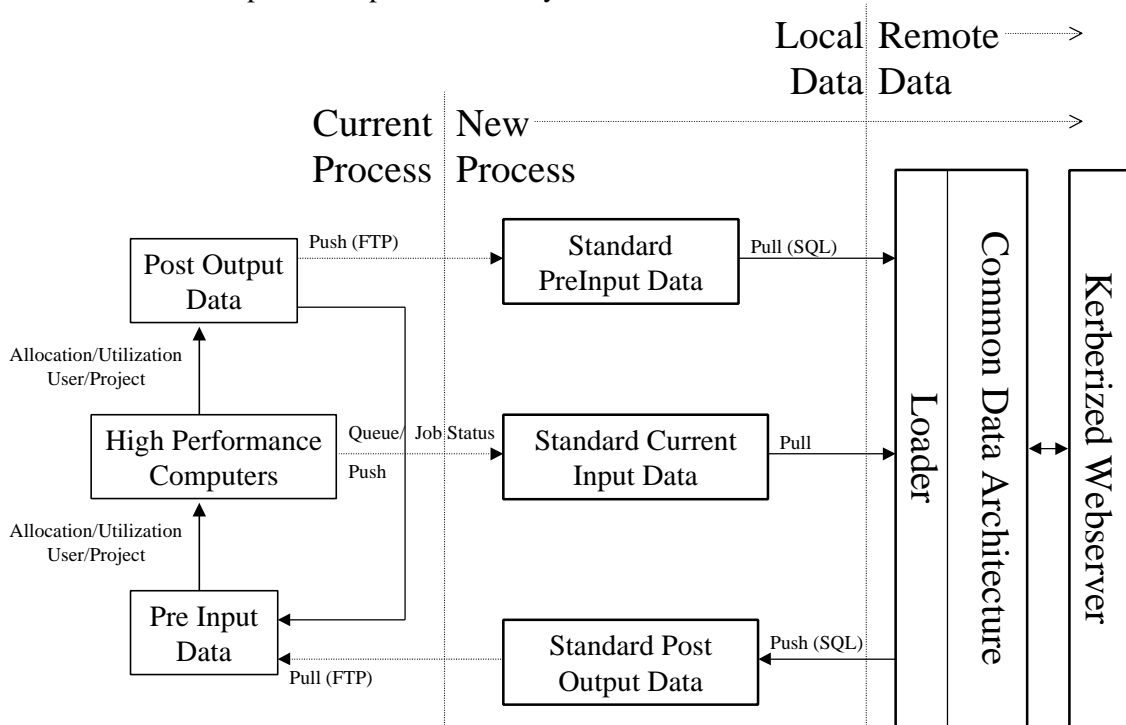


Figure 1. Data Flow Concept of Operation

Figure 1 suggests a possible data flow concept of operation. The common data architecture is a repository for user contact, allocations, utilization, and queue status data and is the mechanism by which each site will obtain the information necessary to support IE. A site has an established process of managing local information. As Figure 1 depicts, each site will need to generate standard data repositories, which conceptually represents the information management mechanism by which each site sends and receives IE information between participating remote sites.

⇒ Concept of Operation (continued)

The IEDA represents a distributed data architecture built from existing databases with the addition of dynamic data from the HPC resources and additional data associated with tools 3, 4 and 5. The IEDA will be a single uniform system built on top of an existing heterogeneous set of repositories. The IEDA provides access only to some data and update capabilities to other data. Figure 2 suggests an architecture where the IEDA is a standard achievable commercial data architecture capable of storing a few gigabytes of data each year.

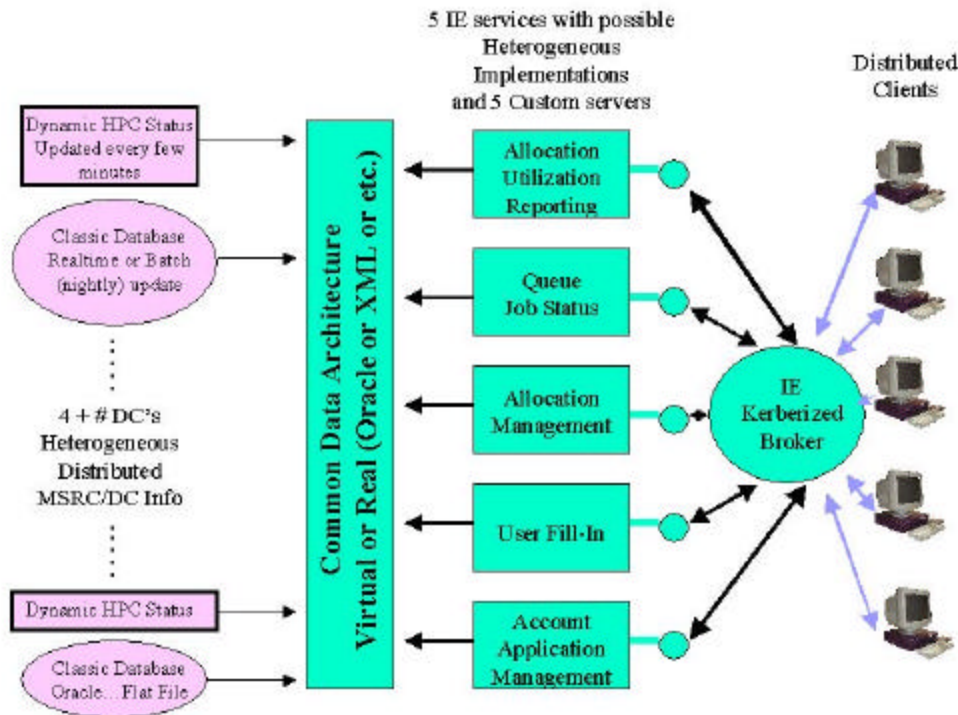


Figure 2: IE Architecture

Figure 2 IEDA would interface using XML defined data definitions with existing and possibly new local data repositories at each site. The contractor would be responsible for producing the XML specification in consultation with HPCMP management. The contractor would define basic mechanisms using industry standards for the IEDA to interface with either XML flat files or with conventional databases including Oracle and MS Access. Documents #5 and #6 posted at www.hpcmo.hpc.mil/Htdocs/RFI/index.html suggest sample “common data architecture” and “standard data repository” specifications respectively. The HPCMP sites would be responsible for any local idiosyncrasies in interfacing with the standard data repositories and/or IEDA. The HPCMP sites would be responsible for the validity of the data values and any local repository changes needed for conformity with the IE standard data repositories and IEDA formats. The contractor will provide simple filters to check data validity and identify data types where changes are needed. The five IE tools/services depicted in figure 2 can be implemented uniformly or independently. Any implementation must support distributed users and backend data and scale to support the data and users of the entire HPCMP community (see Document#7: “HPCMP User Demographics” at www.hpcmo.hpc.mil/Htdocs/RFI/index.html). A rough order of magnitude estimate of HPCMP data requirements for IE is 5gbyte. IE requires a common user interface and a logically common backend seen by local databases. IE requires web access that is as strongly authenticated as HPCMP’s current Kerberos plus SecurID system. Web authentication based directly on Kerberos Tickets would be acceptable. Other systems might be acceptable if they can be shown to be equally secure. IEDA should be considered to be at least partially, a virtual entity. While IEDA will contain much data that would normally fit in a conventional database, there is also ephemeral, read-only data (queue status) which need not to be stored.

⇒ Global Data

•All data should have one site of origin which is its identified "home". "Home" is where the data will be maintained. The IEDA data can be divided into three categories. The three categories are inter-linked such that information from category 1 needs to be used in category 2 and 3 and visa-versa. The contractor is responsible for deciding on the data architecture and the home for each data item.

1. Existing information to which IEDA will provide convenient access - Tool 1
2. Computer Status Information accessed every few minutes from each sites individual computer queuing systems, which needs to be provided dynamically but for which some persistent storage could be useful for historical tracking - Tool 2
3. New and existing information to which the IEDA will provide access and update capability - Tools 3, 4 and 5.

•The population of the local standard data repositories will be the responsibility of the site where the user is homed. Once the user account information is loaded into the IEDA, other sites will then populate the IEDA with any additional information available and/or required for that user (e.g. such as login name, if different). The IEDA must be updated and provide data once daily to and from the local sites. Utilization data must be provided in hours, by user, by project, and by system. User information will be updated by data uploaded from the local sites. If the allocation for a user and/or project changes, that information will be downloaded once daily to the associated sites. Once this occurs, the new allocation information should be processed, and respectively folded back into the local site's data, and made available to IE by the next business day. The IEDA will retain information for one Fiscal Year and then be archived.

•HPCMP sites will be allowed to interface with the IEDA in two ways: 1.)Predefined flat files or 2.) A database connection. For option one, the local input data must be readable by the IEDA, and the respective sites would be responsible for constructing the flat file with the appropriate information. A predefined flat file format will also be locally provided, which must be writeable by the IEDA. The site would be responsible for retrieving and processing this file for use by their site. For option two, assuming the site has an operational database, the site can populate and retrieve user, allocation, and utilization information from the IEDA via a database link. The site would be responsible for developing the processing necessary to create the interface as well as maintain this interface for their site. This interface would be coordinated with the IEDA administrators. Specialized processing requirements will be the responsibility of the local site. In these cases, the IEDA administrators would coordinate with local sites to ensure appropriate access controls are implemented.

☐ Local and Common Data

•Project Information

- 1) Principal Investigator (PI) Name and associated information (see "Person" information below); 2) Project Number; 3) Sub-project Number; 4) Resources with valid allocations; 5) Computational Technology Area (CTA); 6) S/AAA (see "Person" information below); 7) Requirements data; 8) Co-Investigators working on project (see "Person" information below); 9) Special software requested

•Person Information

- 1) User Name; 2) User Title; 3) Citizenship; 4) Alien registration number/expiration date if not US citizen; 5)Organization; 6) Organization hierarchy indicator; 7) Mailing address (five lines maximum); 8) Phone; 9)Fax; 10) Email; 11) Government/non-government; 12) Government POC plus POC information if not Government; 13) Contract number/expiration date if not Government; 14) NAC Relevant Issuing Security Office; 15) NAC Date issued/expired; 16) Kerberos Principal; 17) Last 4 digits of SSAN (optional); 18) S/AAA; 19)Centers/systems on which user has valid access; 20) User Names at the above Centers; 21) Signed Section#3 on file, Y/N; 22) Signed Section#3 location; 23)Date Signed Section#3 Received; 24) Latest FY for which paperwork complete.

•Transaction Information for Allocation Processing

- 1) Debits/Credits; 2) Date of Transaction; 3) Organization(s) involved; 4) Appropriate Occurrence

Deliverable Requirements:

IE Integration (Tools 1-5):

- 1.The contractor shall provide a fully integrated scalable system IE architecture.
- 2.The XML specification of the IEDA shall support all definitions and requirements. The contractor shall identify any needed changes in local site practices required by IE implementation.
- 3.The IEDA shall support initial sites and have a well-documented process for adding additional sites.
- 4.The IEDA shall be implemented using industry standards and implemented in a secure robust environment supporting 24 by 7 operation. The network and system performance must be sufficient for supporting the entire HPCMP operations.

Allocation/Utilization Reporting (Tool 1):

- 5.The IE shall provide user contact and project information and the associated allocation, foreground and background utilization by system.
- 6.The IE shall provide utilization/allocation information by project, as requested, for all the sites, selected sites, or for a single site and either by site or by system.
- 7.The utilization/allocation information will denote which site and which system the allocation and utilization is from.
- 8.The IE shall provide each site's utilization information current as of midnight on the previous day for all jobs, which have successfully completed.
- 9.The IE must deploy a mechanism to ensure that users can not access the information while it is being updated with the previous day's information.
- 10.The IE shall provide each site's user contact, project and allocation information, current as midnight of the previous day.
- 11.The IE shall maintain user contact, project, allocation, and utilization data for one Fiscal Year and be summarized by Year to Date, month-to-date, and by month.
- 12.The IE shall make available summaries of user/project, allocation, and utilization data for the previous Fiscal Years.
- 13.The IE shall only allow the proper users to access the information.
- 14.The IE shall generate allocation and utilization summary reports by: a.)Service; b.)MSRC/DC; c.)Site; d.)S/AAA; d.)Project; e.)User; f.)Machine; g.)Report Period (Run Date, Monthly, Quarter, Fiscal Year); h.)Project Type(Challenge, Priority, Regular, etc.); i.)CTA; j.)Foreground vs Background Jobs
- 15.The IE shall generate reports of: a.)Number of active users with >1 CPU hour utilization in the given month; b.)Number of cumulative users with >1 CPU hour utilization in any month, FY to date; c.)Un-normalized expansion factors; d.)Normalized expansion factors by queue; e.)Normalized expansion factors by Challenge Project. (Refer to Document#5 for expansion factor specifications)
- 16.The IE shall generate Commercial off the Shelf (COTS) Software Utilization reports of : a.)Number of accesses to each program or library (program executions and library link references); b.)CPU-hours used on each COTS program. (Programs only, not for COTS libraries); c.)Number of load references for dynamic libraries.
- 17.The IE shall generate metrics reports by: a.)Service; b.)MSRC/DC; c.)Site; d.)S/AAA; d.)Project; e.)User; f.)Machine; g.)Report Period (Run Date, Monthly, Quarter, Fiscal Year); h.)Project Type(Challenge, Priority, Regular, etc.); i.)CTA; j.)Foreground vs Background Jobs. (Refer to Document#5 for metric specifications)

Queue/Process Status (Tool 2):

- 18.The IE shall provide current queue status for all HPC computers within HPCMP domain.
- 19.The IE shall provide multiple views of queue status information.
- 20.The IE shall only provide queue status for authenticated IE users .

⇒ Allocation Matchmaker/Exchange (Tool 3):

21. The IE shall allow the exchange of allocation by S/AAA with other S/AAA within the same service or between services.
22. The IE shall provide Allocation and Utilization information by user/project for the S/AAA requesting it
23. The IE shall allow S/AAA's to post allocations to advertise that they are available to swap. The allocations should include number hours, system, and site.
24. The IE shall allow S/AAA to search the posted allocations.
25. The IE shall provide a mechanism to allow S/AAA's to notify each other to initiate the exchange of allocation.
26. The IE must enforce the process that an S/AAA must place currently allocated hours into reserve before they can be exchanged. Movement of these hours must be reported back to the affected sites.
27. The IE shall allow the moving of allocations among projects.
28. The IE shall facilitate moving allocations between Principal Investigator and S/AAAs.
29. The IE will only allow the exchange of hours which are in the reserve account.
30. The IE tool shall only allow the exchange of allocations for the amount of allocation less the utilization.
31. The allocation exchange will be effective within two business days.
32. The IE will maintain a log of all allocation transactions.
33. The IE will allow HPCMO, site management and S/AAA to review the log of allocation transactions.
34. The IE shall generate allocation swapping log reports by: a.)Service; b.)MSRC/DC; c.)Site; d.)S/AAA; e.)Project; e.)User; f.)Machine; g.)Report Period (Run Date, Monthly, Quarter, Fiscal Year); h.)Project Type(Challenge, Priority, Regular, etc.); i.)CTA; j.)Foreground vs Background Jobs

⇒ User Fill-In (Tool 4)

35. The IE shall facilitate, via the web, the "filling-in" and "submitting" of all the paperwork required to open a HPCMP account, including sections 1 and 2 of account application form.
36. The IE shall facilitate, via the web, the updating of project and contact information.
37. The IE will maintain a log of all fill-in actions.
38. The IE will allow the review of all fill-in actions.

⇒ Account Application Management (Tool 5)

39. The IE shall facilitate, via the web, the management of all paperwork required to open a HPCMP account, including sections 1 and 2 of account application form.
40. The IE shall determine what allocation and project requests have been received.
41. The IE shall facilitate the assigning of resources.
42. The IE shall add the "S/AAA only" information at the bottom of each Section 1 & 2.
43. The IE will maintain a log of all account application management actions.
44. The IE will allow the review of all application management actions.

⇒ IE Interface Requirements (Tools 1-5)

45. The IE shall employ proper access controls, which prevent unauthorized access. Static passwords are insufficient.
46. The IE shall be accessible via web-based interface. SSLv3/TLS shall be used to protect communications between the web server and browser.
47. The IE shall function fully and correctly regardless of client's operating system (e.g. Windows, Unix, etc.) and web browser (e.g. MS-IE, Netscape, etc.)
48. The IE shall function fully and correctly with open standards and lowest common denominator. (i.e. Netscape 4.7 and MS-IE 5)
49. The IE shall function fully and correctly with open standard database interfaces (i.e. Oracle, MS Access, XML, etc.)
50. The IE database architecture shall be portable and interoperable with different databases.

⇒ Upgrades/Enhancements/Bug Fixes Requirements (Tools 1-5)

- 51. The IE environment shall include on-line help which includes, but is not limited to, how to use the tool and how to report a problem.
- 52. The contractor shall validate the operation of the IE tool to ensure the integrity of the user authentication, verification, privacy, and access controls.
- 53. The contractor shall validate the integrity of the data being provided by IE.
- 54. The contractor shall provide complete and accurate implementation, maintenance and usage guides/documents, including source code, and a final "Acceptance Period" Report, which would capture lessons learned, unforeseen domain specific/cross-site dependencies/anomalies, etc.
- 55. The contractor shall provide installation, usage and maintenance training for a specified period of time.
- 56. The contractor shall provide a web-based mechanism within IE by which problems can be reported and tracked.
- 57. The contractor shall provide a service for the resolution of critical problems (i.e. those that render IE inoperable) within 24 hours, for a period of six months after initial deployment.
- 58. The contractor shall provide a service for the resolution of all other (non-critical) reported problems/bugs within 72 hours, for a period of six months after initial deployment.

⇒ Resource Discovery/Scalability/Extensibility Requirements (Tools 1-5)

- 59. The contractor shall deliver a robust production product capable of detecting, tracking, reconciling, and reporting resource status and availability.
- 60. The contractor shall deliver a scaleable production product capable of cleanly adding and removing n number of participating sites.
- 61. The contractor shall deliver a modularized production product optimized for extensibility

⇒ Security Requirements (Tools 1-5)

- 62. The contractor shall provide a web interface to IEDA without compromising or reducing the current level of MSRC/DC security.
- 63. The contractor shall provide a web interface that uses client side Kerberos tickets to authenticate all IE access.
- 64. The contractor shall provide a web interface capable of using PKI certificates to authenticate IE access.
- 65. The IE shall require kerberized access. The contractor shall work with HPCMP security personnel at all stages of the implementation to insure kerberos integrity.

SECTION D PACKAGING AND MARKING

D-1 PACKAGING

The contractor shall ensure that all items are preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier and to ensure safe and timely delivery at the intended destination.

D-2 MARKING

(a) All containers, data, and correspondence submitted shall include the consignee's name and address, contract number, and the names of the Administrative Contracting Officer (ACO), Contracting Officer Representative (COR), or Procuring Contracting Officer (PCO) as appropriate.

(b) The PCO shall receive a duplicate copy of all correspondence submitted.

SECTION E INSPECTION AND ACCEPTANCE

E-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address

<http://www.arnet.gov/far>

E-2 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.246-2	- Inspection Of Supplies - Fixed -Price (AUG 1996)
52.246-4	Inspection of Services - Fixed Price (AUG 1996)
52.246-16	- Responsibility For Supplies (APR 1984)

<u>DFARS CLAUSE</u>	<u>TITLE</u>
252.246-7000	- Material Inspection and Receiving Report (DEC 1991)

E-3 INSPECTION AND ACCEPTANCE

(a) Inspection and acceptance of each milestone identified in Section B will be accomplished by the Contracting officer Representative (COR) designated in Section G of this contract.

(b) The government requires a period not to exceed thirty (30) days after the completion of each milestone for inspection and acceptance or rejection. The Government shall provide written notification of acceptance or rejection.. Absent written notification, the milestone will be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

(c) Computer software must perform satisfactorily from acceptance date for 13 months. If defects are discovered and identified within this period by the government, the contractor shall correct them within 14 calendar days of written notification at their own expense. If the defects continue to exist after this 14 day period, corrective actions and remedies shall be taken as authorized under the clauses incorporated by reference in Section E and Section I. Anomalies within commercial off-the-shelf software products approved by the government for use are excluded from this software performance provision.

(d) The contractor warrants against latent defects for a period of two (2) years on all analyses, designs, plans and specifications delivered under this contract.

(e) The contractor shall not be responsible for the correction of any defects in government property unless the contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the contractor shall be responsible for correction of defects that result from the work.

SECTION F DELIVERIES OR PERFORMANCE

F-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address

<http://www.arnet.gov/far>

F-2 DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:

FAR CLAUSE TITLE

52.242-15	-	Stop-Work order (AUG 1989)
52.242-17	-	Government Delay of Work (APR 1984)
52.247-34	-	F.O.B. Destination (NOV 1991)

F-3 DELIVERIES OR PERFORMANCE

The period of performance under this contract shall be from date of contract award through 12 months thereafter. The principal place of performance of this contract shall be at the contractor's site.

- (a) CLIN 0001AA, Initial Prototype(s) of the IE system, shall be completed no later than 90 days after contract award. Initial Prototype(s) of the IE system shall include at least two of the five tools available for demonstration, which meets description and requirements specified in the Statement of Work. The initial prototype(s) can use existing tools where applicable
- (b) CLIN 0001AB, Beta Release of the IE system, shall be completed no later than 180 days after contract award. Beta Release of the IE system, installed at a minimum of five HPCMP which meets description and requirements specified in the Statement of Work.
- (c) CLIN 0001AC, Full Release of the IE system, shall be completed no later than 300 days after contract award. Full Release of the IE system, installed at the same five beta sites which meets description and requirements specified in the Statement of Work

(d) CLIN 0001AD, Installing and Integrating the IE system, shall be completed no later than 365 days after contract award. The contractor must demonstrate the scalability and generality of the IE system by installing and integrating the full release IE system at a minimum of five additional HPCMP sites, selected by the HPCMO.

(e) CLIN 0002AA, Status Reports, are due monthly after contract award.

Each status report must identify the following milestones for each tool: Implementation Phase, Validation Test Phase, and Deployment Phase. Each milestone must identify end states, start and completion dates, and explanation of complications/missed/slipped completion dates.

(f) CLIN 0002AB, Data and Manuals, are due 300 days after contract award.

Complete and Accurate Documentation - System and User Manuals, including but not limited to, data and file relationships and data flows.

SECTION G CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVES

(a) Contracting Officer Representative

To be determined

Aeronautical Systems Center (ASC)
Major Shared Resource Center (MSRC)
ASC/HPTI
2435 Fifth Street
WPAFB, oh 45433-7802

(b) Contracting Officer

Tom Thomas
General Services Administration
Federal Technology Services
Information Technology Acquisition Center
Solutions Development Center (4TS)
Attention: Tom Thomas, Contracting Officer
401 West Peachtree St., Suite 2700
Atlanta, GA 30365-2550

tommy.thomas@gsa.gov

404-331-6115

G-2 PROCURING CONTRACTING OFFICER (PCO)

The GSA Procuring Contracting Officer (PCO) has overall responsibility for administration of this contract. The right to issue contract modifications, change terms and conditions, and terminate the contract is reserved solely for the PCO or his designee.

The Procuring Contracting Officer may assign contract administration responsibility to an Administrative Contracting Officer (ACO) at any Government agency in accordance with FAR Subpart 42.3.

G-3 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

The COR will represent the Contracting officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the PCO of areas where exceptions are to be taken.

G-4 SUBMISSION OF INVOICES

An invoice shall be submitted no later than 5 work days after completion and acceptance of each milestone identified by each CLIN in Section B. The contractor shall submit original invoices with 4 copies to the Contracting Officer Representative to the address identified in Section G-1 above. (The Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged). In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN), the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

Firm Fixed Price Services

H-2 YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY

This requirement applies to information technology (IT) that processes date-related information. All such IT delivered under this contract shall be Year 2000 compliant as defined at FAR 39.002.

H-3 KEY PERSONNEL

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least fifteen (15) days in advance (thirty (30) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.
- (c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed

substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract. The following are identified as key personnel:

(To be filled in at time of award)

H-4 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION (GFE/GFI):

(a) GFE - New and existing system(s) needed to host IE product. Development equipment is the responsibility of the contractor. UNIX is the preferred "post development" host platform.

(b) GFI - Existing IE tool information where relevant, appropriate, applicable and available will be provided in the Statement of Work. Legacy data where relevant appropriate, applicable and available will be provided in the Statement of Work.

(c) Within 3 workdays of receipt of any GFE/GFI, the Contractor shall validate the accuracy of the materials and notify the PCO of any discrepancies. Action to be taken by the Government on these identified problems will be determined by the PCO.

H-5 CONTRACTOR ACCESS/SECURITY

During the life of this Contract, the contractor's personnel shall have access to Government facilities as required. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Government facilities.

Performance under this contract will require access to unclassified government computer systems (stand alone and/or networked). Within 14 days after contract award, the contractor shall comply with local procedures for obtaining approval and submission of the personnel security investigation (PSI) for employees requiring access to government computer systems. Contractor personnel require either a Single Scope Background Investigation (SSBI) or National Agency Check (NAC), depending upon the automated information system (AIS) category of the position to which the employee is assigned (DoD 5200.2-R).

The government may grant interim access to unclassified government computer systems on completion of a Local Files Check (LFC), if records are available, and submission of the appropriate PSI by the local Security Office.

Personnel granted interim access will be allowed to access the unclassified government computer systems necessary to perform their work under this effort while their investigation is being processed. The completed investigation will be returned to the sponsoring government organization where the Commander or Chief can make an access determination. Individuals determined not eligible shall not be authorized to work on the effort.

The sponsoring government agency must approve the access by foreign nationals.

The guidelines for requesting a NAC can be found under the Personnel Security Section located at:

<https://www.asc.wpafb.af.mil/sfs/sfa/sfa-lib.htm>.

H-6 REQUIRED INSURANCE

The Contractor shall procure and maintain insurance during the entire period of its performance under this Contract, in accordance with FAR 52.228-5, entitled "Insurance - Work on a Government Installation". The following minimum insurance is required.

(1) Worker's Compensation and Employers' Liability Insurance as required by applicable Federal and State worker's compensation and occupational disease statutes.

(2) Automobile Liability Insurance: Limits: \$200,000 per person for bodily injury, \$500,000 per occurrence for bodily injury, \$40,000 per occurrence for property damage.

(3) Comprehensive General Liability: \$500,000 per occurrence.

Prior to commencement of work hereunder, the Contractor shall furnish to the PCO a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government shall not be effective until thirty (30) days after written notice has been given and approved by the PCO.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change, as required by the PCO. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the PCO's prior approval.

A certificate of each policy of insurance shall be furnished to the PCO within ten (10) days after notice of award certifying, among other things, the aforementioned endorsement. The insurance company providing the above insurance shall be satisfactory to the Government. Notice of policy changes shall be furnished to the PCO. The substance of this clause shall be made to flow down to any Subcontractors.

H-7 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

H-8 SUBCONTRACTING PLAN

The contractor's subcontracting plan accepted at award is incorporated and made a material part of this contract. The contractor shall submit the required SF 294 and SF 295 as required by the plan.

The contractor is further advised that the performance of its subcontracting plan and the achievement of its proposed small business goals will be monitored and the contractor's failure to make a good faith effort will be cause for the Contractor to pay Liquidated Damages in accordance with FAR 52.219-16 "Liquidated Damages – Subcontracting Plan."

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address

<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION CLAUSES

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.202-1	- Definitions (OCT 1995)
52.203-3	- Gratuities (APR 1984)
52.203-5	- Covenant Against Contingent Fees (APR 1984)
52.203-6	- Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	- Anti-Kickback Procedures (JUL 1995)
52.203-8	- Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	- Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	- Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
52.204-2	- Security Requirements (AUG 1996)
52.204-2	- Security Requirements (AUG 1996) Alternate I (APR 1984)
52.204-4	- Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.209-6	- Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.211-15	- Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	- Audit and Records-Negotiation (JUNE 1999)
52.215-8	- Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-14	- Integrity of Unit Prices (OCT 1997)
52.215-15	- Pension Adjustments and Asset Reversions (DEC 1998)
52.215-17	- Waiver of Facilities Capital Cost of Money (OCT 1997) (will be included if the successful offeror does not propose facilities capital cost of money)
52.215-18	- Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions (OCT 1997)
52.215-19	- Notification of Ownership Changes (OCT 1997)
52.215-21	- Requirements for Cost and Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997) - Alternate IV (OCT 1997)
52.217-8	- Option To Extend Services (NOV 1999)
52.219-4	- Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) <input type="checkbox"/>
	offeror elects to waive the evaluation preference
52.219-8	- Utilization of Small Business Concerns (OCT 2000)
52.219-9	- Small Business Subcontracting Plan (OCT 2000)
52.219-16	- Liquidated Damages - Subcontracting Plan (JAN 1999)

52.219-23 - Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 1999)

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10% percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

☐ **Offeror elects to waive the adjustment.**

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
- (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
- (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
- (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

- 52.219-25 - Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999)
- 52.222-1 - Notice To The Government of Labor Disputes (FEB 1997)
- 52.222-3 - Convict Labor (AUG 1996)
- 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (FEB 1999)
- 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of The Vietnam Era (APR 1998)
- 52.222-36 - Affirmative Action for Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Disabled Veterans and Veterans of The Vietnam Era (JAN 1999)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (APR 1998)
- 52.223-6 - Drug-Free Workplace (JAN 1997)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 1996)
- 52.225-8 - Duty-Free Entry (FEB 2000)
- 52.225-13 - Restrictions On Certain foreign Purchases (JUL 2000)
- 52.226-1 - Utilization of Indian organizations and Indian-Owned Economic Enterprises (JUN 2000)
- 52.227-1 - Authorization and Consent (JUL 1995)
- 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
- 52.227-3 - Patent Indemnity (APR 1984)
- 52.227-10 - Filing of Patent Applications - Classified Subject Matter (APR 1984)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997) (will be included if the successful offeror is a small business or a non-profit organization)
- 52.227-12 - Patent Rights - Retention By The Contractor (Long Form) (JAN 1997) (will be included if the successful offeror is not a small business or a non-profit organization)
- 52.228-5 - Insurance - Work on a Government Installation (JAN 1997)
- 52.229-3 - Federal, State, and Local Taxes (JAN 1991)
- 52.229-5 - Taxes - Contracts Performed In U.S. Possessions or Puerto Rico (APR 1984)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998)
- 52.230-5 - Cost Accounting Standards - Educational Institution (APR 1998)
- 52.230-6 - Administration of Cost Accounting Standards (NOV 1999)
- 52.232-1 - Payments (APR 1984)
- 52.232-8 - Discounts for Prompt Payment (MAY 1997)
- 52.232-9 - Limitation On Withholding of Payments (APR 1984)
- 52.232-11 - Extras (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability of Funds (APR 1984)
- 52.232-23 - Assignment of Claims (JAN 1986)
- 52.232-25 - Prompt Payment (JUN 1997)

- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
- 52.233-1 - Disputes (DEC 1998)
- 52.233-3 - Protest After Award (AUG 1996)
- 52.237-2 - Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.237-3 - Continuity of Services (JAN 1991)
- 52.237-10 - Identification of Uncompensated Overtime (OCT 1997)
- 52.239-1 - Privacy or Security Safeguards (AUG 1996)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-1 - Changes - Fixed Price (AUG 1987) Alternate I (APR 1984)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.245-2 - Government Property (Fixed-Price Contracts) (DEC 1989)
- 52.245-2 - Government Property (Fixed-Price Contracts) (DEC 1989) Alternate I (APR 1984) (DEVIATION)
- 52.245-2 - Government Property (Fixed-Price Contracts) (DEC 1989) Alternate II (JUL 1985) (DEVIATION)
- 52.245-4 - Government-Furnished Property (Short Form) (APR 1984)
- 52.245-9 - Use and Charges (APR 1984)(DEVIATION)
- 52.245-19 - Government Property Furnished "As Is" (APR 1984)
- 52.246-20 - Warranty of Services (APR 1984)
- 52.246-23 - Limitation of Liability (FEB 1997)
- 52.246-25 - Limitation of Liability - Services (FEB 1997)
- 52.248-1 - Value Engineering (FEB 2000)
- 52.249-4 - Termination for Convenience of the Government (Services) (Short Form) (APR 1984)
- 52.249-5 - Termination for Convenience of The Government (Educational and Other Nonprofit Institutions) (SEP 1996)
- 52.249-6 - Termination (Cost - Reimbursement) (SEP 1996) Alternate IV (SEP 1996)
- 52.249-8 - Default (Fixed-Price Supply and Service) (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations In Clauses (APR 1984) fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2);
- 52.253-1 - Computer Generated Forms (JAN 1991)

DEFENSE FEDERAL ACQUISITION REGULATIONS SUPPLEMENTAL CLAUSES:

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 1999)
- 252.203-7002 - Display of DoD Hotline Poster (DEC 1991)
- 252.204-7000 - Disclosure of Information (DEC 1991)
- 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)
- 252.204-7003 - Control of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (MAR 2000)
- 252.204-7005 - Oral Attestation of Security Responsibilities (AUG 1999)
- 252.205-7000 - Provision of Information to Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject to on-site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7004 - Subcontracting with Firms that are Owned or Controlled By The Government of A Terrorist Country (MAR 1998)
- 252.209-7005 - Reserve officer Training Corps and Military Recruiting on Campus (JAN 2000)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)

- 252.223-7006 - Prohibition On Storage and Disposal of Toxic and Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act and Balance of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7007 - Buy American Act--Trade Agreements—Balance of Payments Program (APR 2000)
- 252.225-7008 - Supplies To Be Accorded Duty-Free Entry
- 252.225-7009 - Duty-Free Entry - Qualifying Country Supplies (End Products and Components) (MAR 1998)
- 252.225-7010 - Duty-Free Entry - Additional Provisions (MAR 1998)
- 252.225-7012 - Preference for Certain Domestic Commodities (MAY 1999)
- 252.225-7025 - Restriction on Acquisition of Forgings (JUN 1997)
- 252.225-7026 - Reporting of Contract Performance Outside The United States (JUN 2000)
- 252.225-7031 - Secondary Arab Boycott of Israel (JUN 1992)
- 252.225-7043 - Antiterrorism/Force Protection Policy for Defense Contractors Outside The United States (JUN 1998)
- 252.227-7000 - Non-Estoppel (OCT 1966)
- 252.227-7001 - Release of Past Infringement (AUG 1984)
- 252.227-7013 - Rights In Technical Data--Noncommercial Items (NOV 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7016 - Rights In Bid or Proposal Information (JUN 1995)
- 252.227-7019 - Validation of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7025 - Limitations On The Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7026 - Deferred Delivery of Technical Data or Computer Software (APR 1988)
- 252.227-7027 - Deferred ordering of Technical Data or Computer Software (APR 1988)
- 252.227-7030 - Technical Data--Withholding of Payment (MAR 2000)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Certification of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7039 - Patents--Reporting of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.233-7000 - Certification of Claims and Requests for Adjustment or Relief (MAY 1994)
- 252.242-7000 - Postaward Conference (DEC 1991)
- 252.242-7004 - Material Management and Accounting System (SEP 1996)
- 252.243-7001 - Pricing of Contract Modifications (DEC 1991)
- 252.243-7002 - Requests for Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (MAR 2000)
- 252.245-7001 - Reports of Government Property (MAY 1994)
- 252.246-7001 - Warranty of Data (DEC 1991) Alternate II (DEC 1991)
- 252.247-7023 - Transportation of Supplies By Sea (MAR 2000)
- 252.247-7024 - Notification of Transportation of Supplies By Sea (MAR 2000) (will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)
- 252.248-7000 - Preparation of Value Engineering Change Proposals (MAY 1994)
- 252.251-7000 - Ordering From Government Supply Sources (MAY 1995)

GENERAL SERVICES ADMINISTRATION REGULATION CLAUSES:GSAR CLAUSE TITLE

552.215-70 - Examination of Records by GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

552.228-70 - Workers' Compensation Laws (SEP 1999)

The Act of June 25, 1936, 49 Stat. 1938 (40 U.S.C. 290) authorizes the constituted authority of the several States to apply their workers' compensation laws to all lands and premises owned or held by the United States.

552.203-71 - Restriction on Advertising (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

552.243-70 - Pricing of Adjustments (APR 1989)

When costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Part 31) in effect on the date of this contract.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

J-1 ATTACHMENT (1) - ACCOUNTING AND APPROPRIATION DATA (TO BE DETERMINED)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K
REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K-1 FAR 52.203-2-CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

- (a) The offeror certifies that--
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
 - (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision
 _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K-2 FAR 52.203-11-CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

As prescribed in 3.808, insert the following provision:

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K-3 FAR 52.204-3-TAXPAYER IDENTIFICATION (OCT 1998)

As prescribed in 4.905, insert the following provision:

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____.

(f) Common parent.

_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

_____ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K-4 FAR 52.204-5-WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

As prescribed in 4.603(b), insert the following provision:

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it _____ is a women-owned business concern.

(End of provision)

K-5 FAR 52.209-5-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

As prescribed in 9.409(a), insert the following provision:

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are _____ are not _____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have _____ have not _____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are _____ are not _____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has _____ has not _____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K-6 FAR 52.215-6-PLACE OF PERFORMANCE (OCT 1997)

As prescribed in 15.209(f), insert the following provision:

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, _____ intends, _____ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance

Name and Address of Owner

(Street Address, City, and Operator of the Plant

State, County, Zip Code) or Facility if Other than

Offeror or Respondent

(End of provision)

K-7 FAR 52.219-1-SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

As prescribed in 19.307(a)(1), insert the following provision:

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541512**

(2) The small business size standard is **\$18 Million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it _____ is, _____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it _____ is, _____ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate I (Oct 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Alternate II (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

K-8 FAR 52.219-22-SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

As prescribed in 19.307(b), insert the following provision:

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

_____ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

_____ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) _____ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

Alternate I (Oct 1998). As prescribed in 19.307(b), add the following paragraph (b)(3) to the basic provision:

(3) Address. The offeror represents that its address _____ is, _____ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

K-9 FAR 52.222-22-PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

As prescribed in 22.810(a)(2), insert the following provision:

The offeror represents that--

- (a) It _____ has, _____ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It _____ has, _____ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K-10 FAR 52.222-25-AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

As prescribed in 22.810(d), insert the following provision:

The offeror represents that--

- (a) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K-11 FAR 52.223-13-CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

As prescribed in 23.907(a), insert the following provision:

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

_____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

_____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

_____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

_____ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

_____ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

K-12 FAR 52.226-2-HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)

As prescribed in 26.304, insert the following provision:

(a) Definitions. As used in this provision--

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it--

_____ is _____ is not a Historically Black College or University;

_____ is _____ is not a Minority Institution.

(End of provision)

K-13 FAR 52.227-6-ROYALTY INFORMATION (APR 1984)

As prescribed at 27.204-2, insert the following provision:

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

K-14 FAR 52.230-1-COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

As prescribed in 30.201-3, insert the following provision:

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement--Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

_____ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

_____ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

_____ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

_____ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

_____ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

_____ yes _____ no

(End of provision)

Alternate I (Apr 1996). As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

_____ (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

_____ (i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

_____ (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed: _____

K-15 DFARS 252.209-7001-DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

As prescribed in 209.104-70(a), use the following provision:

(a) Definitions. As used in this provision—

(1) “Government of a terrorist country” includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) “Terrorist country” means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) “Significant interest” means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm’s or subsidiary’s securities. Beneficial interest includes holding 5 percent or more of any class of the firm’s securities in “nominee shares,” “street names,” or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

K-16 DFARS 252.209-7002-DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT
(SEP 1994)

As prescribed in 209.104-70(b), use the following provision:

(a) Definitions. As used in this provision—

(1) “Effectively owned or controlled” means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror’s officers or a majority of the Offeror’s board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) “Entity controlled by a foreign government”—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) “Foreign government” includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) “Proscribed information” means—

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest

concerning the Offeror’s immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror’s Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(End of provision)

K-17 DFARS 252.209-7003-COMPLIANCE WITH VETERANS’ EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

As prescribed in 209.104-70(c), use the following provision:

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)

K-18 DFARS 252.225-7000-BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

As prescribed in 225.1101(1), use the following provision:

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

K-19 DFARS 252.225-7003-INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)

As prescribed in 225.1101(4), use the following provision:

(a) Does the offeror propose to furnish—

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ()

No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ()

No ()

(2) Has the duty on such foreign supplies been paid?

Yes ()

No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

\$ _____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

ALTERNATE I (MAR 1998).

As prescribed in 225.1101(4), substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) Does the offeror propose to furnish a U.S. made end product with nonqualifying country components for which the offeror requests duty-free entry?

Yes ()

No ()

K-20 DFARS 252.225-7006-BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS-PROGRAM CERTIFICATE (MAR 1998)

As prescribed in 225.1101(5), use the following provision:

(a) Definitions. "Caribbean Basin country end product," "designated country end product," "domestic end product," "NAFTA country end product," "nondesignated country end product," "qualifying country end product," and "U.S. made end product" have the meanings given in the Buy American Act--Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

(1) The Offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the definition of "domestic end product":

(insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

(insert line item number)

(insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

(insert line item number)

(insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(insert line item number)

(insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number)

(insert country of origin)

(vi) The following supplies are other nondesignated country end products.

(insert line item number)

(insert country of origin)

(End of provision)

**K-21 DFARS 252.225-7017-PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S
REPUBLIC OF CHINA (FEB 2000)**

As prescribed in 225.771-5, use the following provision:

(a) Definition. "People's Republic of China," as used in this provision, means the government of the People's Republic of China, including its political subdivisions, agencies, and instrumentalities.

(b) Prohibition on award. Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People's Republic of China or the People's Liberation Army of the People's Republic of China owns more than 50 percent interest.

(c) Representation. By submission of an offer, the offeror represents that the People's Republic of China or the People's Liberation Army of the People's Republic of China does not own more than 50 percent interest in the offeror.

(End of provision)

K-22 DFARS 252.225-7020-TRADE AGREEMENTS CERTIFICATE (MAR 1998)

As prescribed in 225.1101(10), use the following provision:

(a) Definitions. "Caribbean Basin country end product," "designated country end product," "NAFTA country end product," "nondesignated country end product," "qualifying country end product," and "U.S. made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are not offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

(1) The offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

(2) The following supplies are other nondesignated country end products:

(insert line item number)

(insert country of origin)

(End of provision)

K-23 DFARS 252.227-7017-IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

As prescribed in 227.7103-3(b), 227.7104(e)(2), or 227.7203-3(a), use the following provision:

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____
 Printed Name and Title _____
 Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

K-24 DFARS 252.247-7022-REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

As prescribed in 247.573(a), use the following provision:

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.arnet.gov>

FAR CLAUSE TITLE

52.204-6	-	Data Universal Numbering System (DUNS) Number (JUNE 1999)
52.214-34	-	Submission of offers In The English Language (APR 1991)
52.214-35	-	Submission of offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions to Offerors- Competitive Acquisition (FEB 2000)
52.215-16	-	Facilities Capital Cost of Money (OCT 1997)
52.219-24	-	Small Disadvantaged Business Participation Program - Targets (JAN 1999)
52.237-1	-	Site Visit (APR 1984)

L-2 FAR 52.215-20 - REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) As defined in FAR 15.401, Information Other than Cost or Pricing Data, is required (see also FAR 15.403-3). Offerors shall provide information to enable the Contracting Officer to determine that the proposed price is fair and reasonable as identified in Section L-6, Paragraph (8).

L-3 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price service contract resulting from this solicitation.

L-4 GSAR 552.223-70 - PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)

- (a) The following definitions apply in this provision:

“Agency Protest Official for GSA” means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

“Deciding official” means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.

- (b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA’s hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.
- (c) A protest filed directly with the General Services Administration (GSA) must:

(1) Indicate that it is a protest to the agency.

(2) Be filed with the Contracting Officer.

(3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2):

(i) Name, address, fax number, and telephone number of the protester.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protester is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).

(d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.

(e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.

(f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.

(h) The following procedures apply to information submitted in support of or in response to an agency protest:

(1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).

(2) GSA procedures do not provide for any discovery.

(3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.

(4) Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.

(5) If the agency makes a written response to the protest, the following filing requirements apply:

(i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.

(ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.

- (i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.
- (k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.
- (m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

(End of provision)

L-5 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify - -

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

L-6 GSAR 552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (SEP 1999)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, and women-owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$500,000, must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors in the performance of this contract.

(End of provision)

L-7 GSAR 552.219-73 GOALS FOR SUBCONTRACTING PLAN (SEP 1999) ALTERNATE I (SEP 1999)

- (a) Maximum practicable utilization of small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.

(1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, and women-owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan.

(2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned small business concerns in performing this contract. An offeror submitting a commercial products plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, and women-owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

- (b) In determining the acceptability of any subcontracting plan, the Contracting Officer will --

(1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;

(2) Consider previous goals and achievements of contractors in the same industry;

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, and women-owned small business concerns; and

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, and women-owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

- (c) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

(End of provision)

L-8 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

- (1) Information for the Technical/Management proposal shall be placed in Volume I and be completely separate from the Price/Business proposal (Volume II).
- (2) Proposal Identification/Mailing - The proposal should be packaged for delivery so as to permit safe and timely arrival at destination and identified by solicitation number and closing date.
- (3) Two hardcopies and one softcopy (via email) of the Technical/Management proposal (Volume I) and two hardcopies and one softcopy (via e-mail) of the Price/Business proposal shall be submitted no later than **February 26, 2001, 12:00 PM EST** to:

Office Address:

Aeronautical Systems Center (ASC)
Major Shared Resource Center (MSRC)
Attention: Charlotte Coleman, ASC/HPTI
2435 Fifth Street
WPAFB, oh 45433-7802

E-Mail Address:

Charlotte.Coleman@wpafb.af.mil

- (4) One softcopy (via email) of the technical/management proposal (Volume I) and one softcopy (via e-mail) of the price proposal shall be submitted no later than February 26, 12:00 PM EST to:

Office Address:

General Services Administration
Federal Technology Services
Information Technology Acquisition Center
Solutions Development Center (4TS)
Attention: Tom Thomas, Contracting Officer
401 West Peachtree St., Suite 2700
Atlanta, GA 30365-2550

E-Mail Address:

tommy.thomas@gsa.gov

- (5) Questions under this solicitation shall be submitted no later than February 9, 2001. **The Government will not consider questions received after this date.** Questions must be submitted via e-mail to the Contracting Officer at tommy.thomas@gsa.gov. Offerors are cautioned against directing any questions concerning this solicitation to technical personnel at the High Performance Computing Management Office. Responses to questions should be posted at <http://www.hpcmo.hpc.mil> no later than February 20, 2001.
- (6) Proposal Format and Length - The proposal is limited to 20 pages, 10 pitch (12 points) or larger, double-spaced, singled-sided, 8.5 by 11 inches. Pages beyond this limit will not be considered. There is no page limit for the pricing proposal.

(7) TECHNICAL/MANAGEMENT CONTENT (VOLUME I):

The technical portion must demonstrate in sufficient detail that the supplies or services proposed comply with the requirements of the Statement of Work. General statements that the offeror can or will comply with the requirements, that standard procedures will be used, that well known techniques will be used, or paraphrases of the Statement of Work in whole or in part will not constitute compliance with these requirements concerning the content of the technical proposal. Failure to conform to any of the requirements of this solicitation may form the basis for rejection of the proposal.

I. TECHNICAL APPROACH:

The Offeror must describe a technical approach to include, at a minimum, the following:

- (a) Describe a system architecture and implementation approach to meet the Statement of Work. Include scalability features, portability features, maintainability features and ease of use features. Provide a security design that describes the components (e.g. browser, web server, database, etc.), the interfaces between components, and the authentication and access control mechanisms used at each link in this chain.
- (b) Architecture Diagram: Diagram the architecture methodology, interface technology and data flow.

II. MANAGEMENT PLAN:

The Offeror must describe a management plan to include, at a minimum, the following:

- (a) Implementation Plan: Describe the implementation approach, implementation testing approach and implementation schedule approach including schedule risk analysis. Describe approach to implementation control and tracking.
- (b) Deployment Plan: Describe the approach to deploying the system at multiple sites. Include deployment testing approach and deployment schedule approach including schedule risk analysis. Describe approach to deployment control and tracking.
- (c) Personnel Plan: Describe approach/methodology used to match personnel skills to roles and responsibilities. Submit resume of Project Manager(s).

III. PAST PERFORMANCE:

The Offeror must describe past performance as follows:

- (a) Offerors shall submit the following information as part of their proposal. List the last five (5) contracts or subcontracts completed during the past three (3) years for services similar in nature to this requirement. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or other key personnel responsible for major or critical aspects of the requirement.

(b) Include the following information for Past Performance:

- (1) Name of contracting organization
- (2) Contract number
- (3) Contracting Officer and telephone number
- (4) Contracting Officer Representative, Program Manager, or similar official and telephone number
- (5) Contract type
- (6) Total contract value
- (7) Description of the contract work. Include proof of success in developing and deploying similar web-based tools, experience in defining roles and responsibilities in similar projects, specific accomplishments identified by past customers, and familiarity with the HPCMP Major Shared Resource Centers (MSRC)/Distributed Centers (DC).

(8) PRICE/BUSINESS CONTENT (VOLUME II):

(a) The offeror shall submit a pricing proposal that includes a price with supporting information . The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate the price. The offeror must also provide pricing information by tool which is identified by SubCLIN in Section B and the Statement of Work.

(b) Additional information to be provided in the pricing content section (Volume II):

- (1) Subcontracting Plan: Any large business with a proposal greater than \$500,000 shall submit a subcontracting plan in accordance with FAR 52.219-9-Small Business Subcontracting Plan (OCT 1999) Alternate II (JAN 1999)
- (2) Each offeror must submit a completed Representations, Certifications, and Other Statements of Offerors or Respondents with its price proposal (detach, fill out, and submit Section K provided herein)

SECTION M
EVALUATION FACTORS FOR AWARD

M-1 BASIS FOR AWARD

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed price and other factors considered. The Government reserves the right to make award to other than the low offeror.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical approach factor is ranked as the first order of priority. The criteria are listed in descending order of importance. The price to the government factor is more important than the subcontracting plan factor.

(a) TECHNICAL / MANAGEMENT CONTENT

1. TECHNICAL APPROACH - Soundness of the offeror's technical approach with attention to offeror's understanding of technical requirements, tool interoperability/integration, architecture scalability, architecture portability, architecture maintainability and security implementation.
2. MANAGEMENT PLAN - Soundness of the offeror's management approach for accomplishing the SOW with attention to management implementation plan, management deployment plan and management personnel plan.
3. PAST PERFORMANCE - Quality of the work performed or supplies delivered and timeliness of performance or delivery. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation, except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(i).

A color rating system, described below, as well as narrative findings will be used to evaluate the proposals. The narrative will identify strengths, proposal inadequacies, weaknesses, and deficiencies associated with the evaluation factors, and reasonableness of cost/price factor.

COLOR	RATING	DEFINITION
Blue	Exceptional	Exceeds specified performance or capability in a beneficial way to government, has high probability of satisfying the requirements; has no significant weakness
Green	Acceptable	Meets performance requirements; has good probability of satisfying the requirements; any weakness can be readily corrected.
Yellow	Marginal	Fails to meet requirements; has low probability of satisfying the requirement; significant deficiencies but correctable.
Red	Unacceptable	Fails to meet a minimum requirement; deficiency requires a major revision to the proposal to make it correct.

(b) PRICE

(1) PRICE ANALYSIS

Total proposed price to the Government using price analysis techniques under FAR 15.404-1.

(2) SUBCONTRACTING PLAN

The extent of participation of HubZone Small Business Concerns and Small Disadvantaged Business Concerns in performance of the contract will be evaluated on the basis of the proposed extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform in accordance with FAR 52.219-4 (JAN 1999) and FAR 52.219-23 (OCT 1999).

